

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT APPOINTMENT OF TRUSTEE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. RAC, LLC		03/19/2014	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENE KOHUT		
<b>Street Address:</b>	21 KERCHEVAL AVENUE, SUITE 285		
<b>City:</b>	GROSSE POINTE FARMS		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48236		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85924454	RAC	
<b>Serial Number:</b>	85924480	THE RAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2484337274		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	248-433-7200		
<b>Email:</b>	amoscowitz@dickinsonwright.com		
<b>Correspondent Name:</b>	DICKINSON WRIGHT PLLC		
<b>Address Line 1:</b>	2600 WEST BIG BEAVER ROAD, SUITE 300		
<b>Address Line 4:</b>	TROY, MICHIGAN 48084		
<b>ATTORNEY DOCKET NUMBER:</b>	GENE KOHUT - TBD		
<b>NAME OF SUBMITTER:</b>	CRAIG A. PHILLIPS		
<b>SIGNATURE:</b>	/CRAIG A. PHILLIPS/		
<b>DATE SIGNED:</b>	04/03/2014		
<b>Total Attachments: 8</b>			
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STATE OF MICHIGAN  
IN THE 6<sup>TH</sup> JUDICIAL CIRCUIT COURT  
COUNTY OF OAKLAND

PAUL LUTFY, NANCY LUTFY, and  
TEL-TWELVE AMOCO, INC., d/b/a  
CLOVERLEAF SUNOCO, a Michigan  
corporation,

Plaintiffs,

vs.

Case No. 2013-137740-CK  
Hon. James M. Alexander

U.S. RAC, LLC, a Michigan limited liability  
company, AMERICAN RAC, LLC, a Michigan  
limited liability company and WILLIAM McMURRAY,

Defendants.

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S. Thomas Padgett (P31748)  
DeBrincat, Padgett, Kobliska & Zick  
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Paula Johnson (P59748)  
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(313) 523-5646  
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**ORDER APPOINTING RECEIVER**

At a session of said Court, held in the 6<sup>th</sup> Judicial  
Circuit Court, City of Pontiac, County of Oakland,  
State of Michigan, on the 19 day of \_\_\_\_\_  
March, 2014.

PRESENT: JUDGE JAMES M ALEXANDER  
Circuit Court Judge

THIS MATTER having come before the Court for hearing on March 19, 2014, on Plaintiffs'  
Motion for Appointment of Receiver, the Court having reviewed the Motion and the file and being  
otherwise fully advised in the premises; IT IS ORDERED:

1. Plaintiffs' Motion for Appointment of Receiver is granted.

2. Gene Kohut is hereby appointed receiver with full powers as a receiver for all of the following (hereinafter collectively called "assets"):

- A. All of the assets of Defendant U.S. RAC, LLC, where ever located, including all tangible and intangible property, receivables, equipment, inventory, contracts, work in progress, patents and intellectual property; and,
- B. All of the assets of Defendant American RAC, LLC, where ever located, including all tangible and intangible property, receivables, equipment, inventory, contracts, work in progress, patents and intellectual property.

3. The Receiver is hereby granted all powers and authority conferred by statutes and case law, including but not limited to, MCL 600.2926 et seq., to control, take possession of, and to liquidate the assets of Defendants U.S. RAC, LLC, and American RAC, LLC, for purposes of the paying the administrative expenses of the receiver in this action, to satisfaction of the debts due Plaintiffs and to satisfy the debts due all creditors of both Defendants, with payments to creditors to be made on a pro rata basis with no creditor having priority over any other creditor, unless that creditor is a secured creditor, or a taxing authority, or a governmental entity, which is granted priority by statute.

4. Gene Kohut is hereby appointed the receiver in this action for Defendants U.S. RAC, LLC, and American RAC, LLC. Gene Kohut is appointed receiver of these two limited liability companies with full power to collect all earnings, revenues, issues, profits, and income of each and to apply them to the current maintenance and management of each, including the payment of taxes, and to pay the obligations due to Plaintiffs and all other creditors of each Defendant.

5. Pending further Order of this Court, any financial or brokerage institution, business entity, or person, that holds, controls, or maintains custody of any account or other asset, in the name of, or for the benefit of, Defendants U.S. RAC, LLC, and American RAC, LLC, shall:

- A. Prohibit Defendants U.S. RAC, LLC, American RAC, LLC, and William McMurray, and all other persons from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of any such asset or account except as directed by the Receiver;
- B. Provide the Receiver, within five (5) business days of receiving a copy of this Order, a statement setting forth:
  - i. The identification number of each and every account or other asset titled in the name, individually or jointly, of, or held on behalf of, or for the benefit of Defendants U.S. RAC, LLC, and American RAC, LLC;
  - ii. The balance of such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other Asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and,
  - iii. Upon request by the Receiver, promptly provide the Receiver with copies of all records or other documentation pertaining to such account or other asset, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, and all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs.

6. Receiver is hereby granted express authority to sign as Receiver, on behalf of Defendants U.S. RAC, LLC, and American RAC, LLC, any checks, bank accounts, drafts, stocks or bonds and said signature shall have the same legal effect as had Defendants U.S. RAC, LLC, and American RAC, LLC, signed the same.

7. Receiver has express authority to attach and possess the assets of Defendants U.S. RAC, LLC, and American RAC, LLC, and any employee, owner and/or shareholder shall comply with the instructions of the Receiver.

8. Any savings, bank, financial institution or similar institutions receiving a copy of this Order shall accept the signature of the Receiver to withdraw any and all funds Defendants U.S. RAC, LLC, and American RAC, LLC, has the right to withdraw from said institution with the same legal effect as though Defendants U.S. RAC, LLC, and American RAC, LLC, had signed.

9. Receiver is empowered, but not obligated to:

- a. Preserve, hold and manage all receivership assets, and perform all acts necessary to preserve the value of those assets, to prevent any loss, damage or injury;
- b. Remove any officer, independent contractor, employee, or agent of Defendants U.S. RAC, LLC, and American RAC, LLC, from control and management of both Defendants' personal and intangible property;
- c. Prevent the withdrawal or misapplication of funds;
- d. Manage and administer all aspects of Defendants U.S. RAC, LLC, and American RAC, LLC, by performing all acts incidental thereto that the Receiver deems appropriate, including hiring or dismissing personnel;
- e. Choose, engage and employ attorneys and accountants, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;
- f. Open one or more bank accounts as designated depositories for funds of Defendants U.S. RAC, LLC, and American RAC, LLC. The Receiver may deposit all funds in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts; and,
- g. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of this Court, or exercising the authority granted by this Order.

10. In the event of a lack of cooperation by Defendants, this Court commands the Sheriff of Oakland County or any other court officer or Sheriff that the Court appointed Receiver may choose to employ, that without delay, you deliver to the Receiver, possession of the assets including personal and/or intangible property and, if necessary, to use force as required.

11. As soon as practicable after service of this Order, Defendants U.S. RAC, LLC, American RAC, LLC, and William McMurray, and any other person or entity served with a copy of this Order, shall deliver to the Receiver:

- a. Possession and custody of all funds, property, and all other assets, owned beneficially or otherwise, wherever situated of Defendants U.S. RAC, LLC, and American RAC, LLC;

- b. Possession and custody of documents of Defendants U.S. RAC, LLC, and American RAC, LLC, and/or related to the real property or personal property, including but not limited to, all books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), title documents and other papers;
- c. Information identifying the accounts, employees, properties or other assets or obligations of Defendants U.S. RAC, LLC, and American RAC, LLC; and,
- d. Deliver to the Receiver the keys to, the control of, and the possession of, the offices of U.S. RAC, LLC, and American RAC, LLC.

12. Receiver is authorized to take any reasonable actions which he shall deem necessary or appropriate to take possession of, exercise full control over, to prevent waste, and to otherwise preserve, manage, maintain, secure and safeguard the assets, personal property, intangible property, and real property that are the subject of this Order.

13. The Receiver is granted the power to take immediate possession of and to copy: all books, records, notes, memoranda, loan documents, deeds, bills of sale, canceled checks, checks, check ledgers, calendar notes, diary notes, notes, records, books, ledgers, electronically stored data, tape recordings, and computer discs, or any other financial documents or financial information in whatever form belonging to the Defendants related to the real Property, personal Property, and intangible property of Defendants U.S. RAC, LLC, and American RAC, LLC.

14. Defendants and all persons or entities who receive notice of this Order by personal service or otherwise, are restrained and enjoined from directly or indirectly destroying, mutilating, erasing, altering, concealing, or disposing of, in any manner, directly or indirectly, any documents that relate to the business practices of business or finances of Defendants related to the real property.

15. Further, all Defendants, and all their agents, employees, and representatives, and all other individuals and persons, are hereby restrained and enjoined from interfering with, transferring, selling, or disposing of any of the property of Defendants U.S. RAC, LLC, and American RAC,

LLC, pending further order of this Court.

16. Except by leave of this Court, during the pendency of the receivership, Defendants, and all other persons, creditors and entities, except Plaintiff, be and hereby are stayed from taking any action to establish or enforce any claim, right or interest for, against, on behalf of, in, or in the name of Defendants, the Receiver, receivership assets, including the personal property and the real property or the Receiver's duly authorized agents acting in their capacities as such, including but not limited to, the following actions:

- a. Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon the assets, wheresoever located or relating to the Real Property or the Personal Property;
- b. Doing any act or thing to interfere with the Receiver taking control, possession or management of the assets subject to the receivership, or to in any way interfere with the Receiver or the duties of the Receiver, or to interfere with the exclusive jurisdiction of this Court over the assets, including the Personal Property.

17. This paragraph does not stay the commencement or continuation of an action or proceeding by a governmental unit to enforce such government unit's police or regulatory power.

18. Any and all monies, cash, and funds from the operation of Defendants U.S. RAC, LLC, and American RAC, LLC, and other receipts that come into the possession of the Receiver and from the liquidation, and sale of the assets of Defendants U.S. RAC, LLC, and American RAC, LLC, shall be applied to the following expenses in the following order of priority:

- a. To pay the fees and expenses of the Receiver, including payment of expenses of sale;
- b. To pay the unpaid obligations of Defendants U.S. RAC, LLC, and American RAC, LLC, to Plaintiffs and other creditors of Defendant U.S. RAC, LLC, and American RAC, LLC, on a pro rata basis and no creditor, including Plaintiffs in this action, shall have priority over any other creditor, unless a creditor is a taxing authority, or a governmental authority, or a secured creditor, that is granted priority by statute;



- c. To pay the current wages, salaries, expenses and taxes associated with the operation of Defendants U.S. RAC, LLC, and American RAC, LLC; and,
- d. Account to this Court for all excess proceeds after payment of all amounts pursuant to a, b and c herein.

19. The Receiver is authorized to collect and sell any assets of Defendants U.S. RAC, LLC, and American RAC, LLC. The Receiver is granted all powers and authority to liquidate the assets of Defendants U.S. RAC, LLC, and American RAC, LLC, in whatever fashion the Receiver deems appropriate to fulfill the Receiver's obligation to maximize the liquidation value of the same and to maximize the sales proceeds to be paid to Plaintiff.

20. Defendants U.S. RAC, LLC, and American RAC, LLC, shall be responsible for the payment of the fees and costs of the Receiver except as otherwise provided herein.

21. Receiver, including counsel to the Receiver, are entitled to reasonable compensation for the performance of duties pursuant to this Order and personnel hired by the Receiver at reasonable rates as determined by the Receiver, and for reimbursement of out-of pocket expenses. The Receiver shall file with the Court and serve on the parties' periodic request for the payment of such reasonable compensation.

22. Receiver, while lawfully acting as such, is deemed an agent of the Court and is entitled to and shall have immunity to the fullest extent of the law, and the parties shall otherwise fully indemnify and hold the Receiver, safe and harmless from and against any and all causes of action, suit proceedings, claims, demands, suits, losses, damages and liability, including costs and a reasonable receiver's and attorney's fee ("Claims"), in any manner arising from, in connection with, or relating to any of the assets and/or in the course of his acting in such court appointed capacity.

23. Receiver shall post a surety bond in the amount of \$100,000.00, within 14 business days of entry of this Order and provide Plaintiffs and Defendants with a copy of the same.

24. Defendants U.S. RAC, LLC, and American RAC, LLC, shall be responsible for the maintenance of any liability, fire, theft, vandalism, property damage or any other insurance required for the property under the control of the Receiver and the cost thereof and, if such Defendants fail to secure such insurance, the Receiver or other parties in interest may do so at the expense of such Defendants.

25. The Register of Deeds shall accept a certified copy of this Order for recording.

26. Receiver shall furnish to the Court and all parties, through their counsel, periodic reports and statements regarding the assets of the receivership. Further, upon completion of Receiver's duties pursuant to this Order, Receiver shall provide to the Court a final accounting and request for discharge of the Receivership.

**THIS ORDER DOES NOT DISPOSE OF ALL MATTERS IN THIS CASE AND DOES NOT CLOSE THIS CASE.**

/s/James M. Alexander  
Circuit Court Judge JT

Order prepared by:

/s/ S. Thomas Padgett  
S. Thomas Padgett (P31748)  
Attorney for Plaintiffs